

### REMARKS

The Examiner's attention to the present Application is greatly appreciated.

In the Office Action of December 19, 2005, the Examiner rejected all claims, Claims 1 - 7, under 37 U.S.C. § 112. In addition, the Examiner rejected the claims under 35 U.S.C. § 102 and/or 35 U.S.C. § 103. Finally, the Examiner objected to the Specification because numeral 51 appears on page 9, line 18 of the Specification but is not shown in the drawings.

Each of the above objections and rejections is believed to have been overcome by the above amendments. No new matter has been added. All amendments have been made to clarify Applicant's invention and the function of the fixture's integral stops when in actual use in positioning and securing a fixture to a substrate. Support for the amendments can be found throughout the Specification and in the Figures.

Reexamination, reconsideration and allowance of the claims is respectfully requested.

#### Objection to the Specification

The Specification incorrectly included numeral 51 on page 9, line 18 which was not shown in the drawings. The Specification has now been amended to delete the reference to numeral 51 and this objection is believed to have been overcome.

### REJECTION UNDER 35 U.S.C. § 112

The Examiner asserted two rejections to Claims 1 - 7 under 35 U.S.C. § 112.

First, the Examiner indicated that the claims include subject matter not described in the specification. Specifically, the Examiner indicated that the phrases “said outer support member exerts... retainer” and “said stop not engaging said inner retainer... position” were not supported by the specification. Admittedly, the first phrase could be considered ambiguous, though the outer support member does exert a force upon the retainer when in the second position as the two components engage. Notwithstanding, this phrase has been deleted for clarity. Meanwhile, the second phrase was erroneously drafted by Applicant’s representative. Plainly, since the stop forms part of the inner retainer, it could not be said to not engage the inner retainer. To correct this error, Applicant has amended Claim 1 to clarify that the stop does not engage the outer support member when the inner retainer is in a first position.

Secondly, the Examiner indicated that the phrase “said stop not engaging said inner retainer when... first position” in claim is ambiguous. Admittedly this phrase was ambiguous, as explained above. However, Applicant has amended Claim 1 to reflect that the stop does not engage the outer support member, not the inner retainer, when in a first position.

By the above amendments, the rejections under 35 U.S.C. § 112 are believed to have been overcome.

### REJECTIONS UNDER 35 U.S.C. § 102 AND 103

Claims 1 - 7 were rejected as anticipated or obvious in view of *Hutter* ('151) and/or *Hutter* ('656). In rejecting the claims, the Examiner made several valid arguments. For example, the Examiner pointed out that the *Hutter* '151 construction is capable of the previous claim limitations prior to the fixture being attached to a flat substrate, a feature not in the claims. With respect to the *Hutter* '656 patent, the Examiner correctly pointed out that Applicant's previous amendments merely reflected what may happen when the fixture is used or capable of doing, but that the claims were not directed to a process of using the product.

In order to overcome these valid arguments made by the Examiner, Applicant has amended Claims 1 - 7 to now be directed to the combination of fastener, fixture and substrate, as opposed to merely the structure of the fixture as previously claimed. Now, the claims include structural limitations directed to the interaction between the fastener, fixture and planer substrate which were not previously included in the claims, and which are not found in the prior art. In addition, Applicant has added new Claims 8 - 14. These claims are substantially identical to Claims 1 - 7; however, these claims delineate the steps for using the fixture of Applicant's invention to affix a fastener to an underlying substrate. Because the claims are substantially similar to Claims 1 - 7, the discussion that follows will treat the claims as a whole.

#### Applicant's Claimed Invention

Unlike prior art constructions, Applicant's claimed fixture includes a stop for preventing the inner retainer from excessive movement against the substrate which would otherwise cause

adhesive to extrude from between the fixture and substrate. As reflected in the amended claim, when the fixture is temporarily secured to the substrate, the inner retainer's stop does not engage the outer support member when the inner retainer is positioned within a first position. However, when the inner retainer is moved to a second position, the stop engages the outer support member to prevent excessive force and movement by the fastener against the substrate which, in turn, prevents excess adhesive from being extruded.

#### Hutter '151

The *Hutter* '151 illustrates various fixtures for attaching a fastener to a substrate. However, none of the fixtures described in the '151 patent include a stop which engages the outer support member when the fixture is temporarily secured to a substrate as claimed by Applicant. As reflected in Figs. 19 and 22, even when the inner retainer is moved to the second position, there is still a space between flanges 67 and 68. It is this space that Applicant has eliminated, as it has caused numerous fasteners to fail in the aircraft industry due to excessive adhesive seeping from between the fastener and substrate.

#### Hutter '656

The *Hutter* '656 illustrates fixtures having radial spokes which project between the outer support member and inner retainer. The fixtures do not include inner retainers having a stop which does not engage the outer support member when the inner retainer is in the first position but does engage the outer support member when the inner retainer is in a second position. This is a feature of every one of Applicant's claims.

In the recent Office Action, the Examiner stated that “the spokes 28 and 30 clearly restrict movement to a degree between the two parts of the fixture to which they are attached and would do so if moved to a second position.” In response, Applicant points out that these spokes do not not engaging the outer support member when the inner retainer is in a first position, a limitation found in each of the claims. Moreover, the spokes do not prevent the inner retainer from moving excessively toward the substrate when in a second position. As stated at the bottom of Column 6 of the ‘656 patent, “when the second pressure sleeve position is reached, the positive force maintaining the footprint against the substrate is substantially uniformly distributed...”. In other words, the spokes are structurally in compression as they exert a “positive force” upon the fastener against the substrate. Only if the spokes were tension, in exerting a negative force, could they be considered to *restrict* movement of the fastener against the substrate to prevent excessive adhesive seepage.

#### Summary of Differences between Claimed Invention and Prior Art

Applicant has amended the claims so that they now include structural limitations reflecting the operation of the fixture’s stops to prevent adhesive from seeping from between the fastener’s flat proximal extremity and the substrate when the fixture is secured to the substrate. Accordingly, the claims include limitations directed to the fixture’s use and structural limitations not previously provided.

Meanwhile, neither *Hutter* ‘151, *Hutter* ‘656 nor any of the additional prior art illustrate a fixture wherein the inner retainer includes stops which engage the outer support member when

the fixture is secured to a substrate and the inner retainer has moved to the second position.

CONCLUSION

Entry of the amendments is respectfully requested. As a result of these amendments, the claims are believed to be in condition for allowance and notice thereof is respectfully solicited.

If there are remaining issues that need to be resolved, it is respectfully requested that a telephone call be placed to the undersigned.

Respectfully submitted,

DRUMMOND & DUCKWORTH

A handwritten signature in black ink, appearing to read "David G. Duckworth", written in a cursive style.

David G. Duckworth  
Registration No. 39,516  
Attorney for Applicant  
4590 MacArthur Blvd., Suite 500  
Newport Beach, CA 92660  
Tel: (949) 724-1255